

SULLIVAN & WORCESTER

1025 CONNECTICUT AVENUE, N. W.
WASHINGTON, D. C. 20036

(202) 775-8190

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RECORDATION NO. **6804-B** FILED 1/13/88

JAN 14 1988 - 8 35 AM
January 13, 1988
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Mildred Lee

Dear Ms. Lee:

No. **8-014A010**
Date **JAN 14 1988**
Fee \$ **10.00**

ICC Washington, D. C.

Enclosed for filing recordation with the Commission is a copy and one counterpart of the document described below to be recorded pursuant to Section 11303 of the Interstate Commerce Act, 49 U.S.C. §11303.

This document is RELEASE AND RECONVEYANCE AGREEMENT, entered into as of December 18, 1987 between Evans Transportation Company and Evans Railcar Leasing Company, on the one hand, and First Trust Company, Inc. on the other.

The primary document to which this document is connected is No. 6804.

The names and addresses of the parties to this document are as follows:

Evans Railcar Leasing Company
Evans Transportation Company
2550 Golf Road
Rolling Meadows, Illinois 60008

First Trust, Inc.
(Successor to First
National Bank of
Minneapolis.)
180 East Fifth Street
St. Paul, Minnesota 55101

The equipment covered by this document is one hundred twenty-five (125) covered hopper cars bearing markings MILWAUKEE 100504-100652.

This document should be cross-indexed to Recordation No. 6972.

TOP OFFICE OF
THE SECRETARY
JAN 14 8 33 AM '88
NOT FOR OPENING OR
RECORDING UNIT

Interstate Commerce Commission
ATTN: Mildred Lee
Page 2
January 13, 1988

This document should be indexed as:

Release and Reconveyance Agreement, dated December 18, 1987
between Evans Railcar Leasing Company and Evans
Transportation Company and First Trust, Inc. (Trustee)

A check in the amount of \$10.00 is enclosed for the
requisite filing fee as required by 49 CFR §1177.3.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Robert L. Calhoun", is written over the typed name.

Robert L. Calhoun
Attorney for Louis Dreyfus
Corporation

RLC:bc

Enclosure

RECORDATION NO. 6804-B

JAN 14 1988

INTERSTATE COMMERCE COMMISSION

Issue P
INTERSTATE COMMERCE COMMISSION

RELEASE AND RECONVEYANCE AGREEMENT

This Release and Reconveyance Agreement ("Release") is entered into as of the 18th day of December, 1987, by and between Evans Railcar Leasing Company ("ERLC") (successor by merger and name change to United States Railway Leasing Company ("USRL") and United States Railway Equipment Co.), and First Trust (successor to First National Bank of Minneapolis) (the "Trustee"), as trustee.

WHEREAS, the Trustee and USRL entered into an Agreement and Indenture dated as of March 1, 1973 (the "Agreement"); and

WHEREAS, the Agreement was filed with the Interstate Commerce Commission on March 26, 1973, Recordation No. 6972; and

WHEREAS, pursuant to the Agreement (or separate security agreement) and to secure payment of the obligations (the "Obligations") governed by the Agreement, USRL granted the Trustee a security interest in the equipment (the "Equipment") financed by means of the Agreement, and in all leases (the "Leases") of such equipment; and

WHEREAS, ERLC is entitled to a release of the security interest held by the Trustee in the Equipment and the Leases.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Trustee hereby releases all its rights, title and interest in and to, and conveys, sells, assigns and transfers to ERLC all right, title, estate and interest which it has or may have in and to: (i) the Equipment and (ii) the Leases (including any subleases) thereto and all amendments thereto and (iii) all proceeds relating to the Equipment and the Leases, to the extent they relate to the Equipment.

2. The Trustee represents that the Equipment and Leases, after giving effect to this Release, will be free and clear of any and all liens, claims, charges, security interests, pledges or encumbrances of any kind or description held by the Trustee or its successors and assigns.

3. The Trustee will, at ETC's expense, from time to time, do and perform any other act and will execute and acknowledge, and will deliver and file, register, deposit and record (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by ETC in order to release or convey to ETC any interests which the Trustee has or may have in the Equipment and the Leases.

4. Except as provided in Paragraph 3, the Trustee forever releases and discharges ERLC and ETC from any liability for payment of Obligations under the Agreement and any note, bond, equipment trust certificate or other instrument or evidence of indebtedness thereto and any guaranty thereof in excess of payments made or to be made from the proceeds of the sale or other disposition of collateral securing such Obligations.

5. This Release shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by the laws of the United States permitting filing with the Interstate Commerce Commission.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names by officers duly authorized, all as of the date first above written.

FIRST TRUST COMPANY, INC.

By: 

Title: Assistant Secretary

Date: December 15, 1987

EVANS TRANSPORTATION COMPANY

By: 

Title: Vice President

Date: December 18, 1987

EVANS RAILCAR LEASING COMPANY

By: 

Title: Vice President

Date: December 18, 1987

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

On the 18th day of December, 1987 before me personally came L. Prange, to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Evans Railcar Leasing Company, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of Evans Railcar Leasing Company; and that he signed his name thereto pursuant to like authority.

" OFFICIAL SEAL "
JOHN A. NOWICKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/91

John A. Nowicki
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

On the 18th day of December, 1987 before me personally came L. Prange, to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Evans Transportation Company, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of Evans Transportation Company; and that he signed his name thereto pursuant to like authority.

" OFFICIAL SEAL "
JOHN A. NOWICKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/91

John A. Nowicki
Notary Public

STATE OF Minnesota
COUNTY OF Hennepin

SS.

On the 15th day of December, 1987 before me personally came P.A. Mott, to me known, who, being by me duly sworn, did depose and say that he is the Assistant Secretary of First Trust, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of First Trust; and that he signed his name thereto pursuant to like authority.

PATRICIA J. KAPSCH
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov 29, 1990

Patricia J. Kapsch
Notary Public